

Privacy Statement and Terms of Use

Privacy Statement

Effective Date: August 2, 2006

FMC is committed to protecting your privacy. That is because we base our business on the trust you place in us. This policy describes our practices regarding personal and account information collected through our Web site. In this policy, “personal and account information” means your name, company name, account number, address, telephone number, and e-mail address plus any other information that personally identifies you, including your industry, the number of employees at your company, and purchase history, or would permit us to contact you, and “we” and “us” means FMC as well as its affiliated companies.

We reserve the right to modify this privacy policy from time to time; the effective date noted above will indicate the date that this policy was last updated. You should visit our Web site periodically to review any changes.

How much information must I share?

The amount and type of information we collect from you depends on your activities and use of our Web site. Below, we explain what information we collect.

When you browse our Web site

We collect your IP address to measure our Web site traffic and to help provide a relevant shopping experience.

Referral Web site. If you come to our Web site via a link, we collect the location of the link that referred you.

Browser type. We collect information about the browser you are using to help optimize our Web site for visitors.

Movements through our Web site. We keep track of pages you visit to help provide you with a more personalized shopping experience.

When you e-mail product information to a friend or colleague through our Web site

We collect your e-mail address and the e-mail address of the person to whom you are sending the product information.

When you communicate with us through our Web site

We collect your e-mail address and the other information that you provide in order to respond to your communication.

Is my personal or account information used for any other purpose?

We may use your personal and account information to provide products or services you have requested, respond to a communication from you, contact you, and as otherwise described in this policy.

We may occasionally send you promotional or product information. If you do not wish to receive promotional or product information, you may opt out of future communications by following the instructions in the e-mail communication or contacting your account manager.

We may also analyze and act upon your personal and account information as part of our standard business practices. We occasionally purchase from third parties commercial information such as company size, number of employees and annual sales of other companies. We may use this commercial information along with your personal and account information to customize our offerings to you, as well as for our internal use.

In addition, in order to measure how we are doing and to better understand how we can improve our product offerings, we or one of our service providers or strategic partners may contact you by telephone or e-mail and solicit your participation in research.

If you become our customer, we may send you updates on important information about our company and services.

Will my personal and account information be provided to any other party?

We restrict access to your personal and account information to those who need access to use it as set forth in this policy. Only authorized personnel are permitted to see your personal and account information. We may disclose your personal and account information to respond to subpoenas, court orders, or other legal process, as required by law, or to establish or exercise our legal rights or defend against legal claims. Your personal and account information may also be disclosed in connection with a sale of some or all of our business or a merger with another company.

How can I give you feedback or contact you?

Simply call 866.646-5315. Please note that messages become our property and, unless you direct otherwise, may be used by us for promotional purposes.

How can I correct inaccurate information?

To correct information, please contact your account manager. If you do not know your account manager, simply call 866.646-5315.

PLEASE READ THESE TERMS AND CONDITIONS OF USE VERY CAREFULLY.

By accessing or otherwise using this Web site ("Web site "), you agree to be bound by these terms and conditions of use.

Changes to the Terms and Conditions

FMC may change these terms and conditions of use at any time, without prior notice. If you access or use the Web site after FMC posts a change, you accept that change. If you do not accept the change, do not access or use the Web site. You should check these terms and conditions of use periodically.

Access and Use of the Web site

FMC grants you a limited license to access and use the Web site, including to display, copy, distribute and download its content, only for your personal, non-commercial use and provided that you do not modify the Web site, its content, or any copyright or other proprietary notices. This license terminates automatically if you breach any of these terms and conditions of use. Upon termination, you must immediately destroy all copies in your possession.

Unauthorized use of the Web site or any content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

Restrictions on Use of the Web site

Except as expressly authorized above, you may not copy, modify, distribute, download, display, transfer, post, or transmit the Web site or its content in any form without FMC's prior written permission.

The following activities are also expressly prohibited without FMC's prior written permission: any non-personal or commercial use; use of any robot, spider, other automatic device, or manual process to monitor or copy the Web site or any of its content; "mirroring" the Web site or any content on any other server; collection or use of product listings, descriptions, or prices for a supplier of competitive or comparable products; and any action that imposes an unreasonable or disproportionately large load on the Web site or otherwise interferes with its functioning.

Accuracy of Information and Disclaimer of Warranty

FMC has made every effort to present the content on the Web site accurately, but additions, deletions and changes may occur. Content on the Web site is provided "as is"; neither FMC nor its representatives make any representation or warranty with respect to the content.

FMC and its representatives specifically disclaim, to the fullest extent permitted by law, any and all warranties, express or implied, relating to the Web site or its content,

including but not limited to, implied warranties of merchantability, completeness, timeliness, correctness, noninfringement, or fitness for any particular purpose.

Limitation of Liability

Under no circumstances will FMC or its affiliates have any liability with respect to any claims or damages (whether direct or indirect, special, incidental, consequential or punitive) as a result of your access or use of (or inability to access or use) this Web site or its content, even if they have been advised of the possibility of such damages. You access and use this Web site at your own risk.

Links to this Web site

FMC grants you a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the Web site so long as the link does not portray FMC or its products or services in a false, misleading, derogatory, or offensive matter. You may not use the FMC logo, FMC trademark, or FMC's name or trademarks, or other proprietary graphic in the link without the prior written permission of FMC.

Links to Third Party Web sites

FMC does not review or control third party Web sites that link to or from the Web site, is not responsible for their content, and does not represent that their content is accurate or appropriate. Your use of such third party site is on your own initiative and at your own risk and may be subject to the other sites' terms of use.

Ownership

The material provided on this Web site is protected by law, including, but not limited to, United States copyright law and international treaties. The copyright in the content of the Web site is owned by FMC or others. Except for the limited rights granted above, all other rights are reserved.

All trademarks are the property of their respective owners. Some images are courtesy of manufacturers.

For Use in the United States

This Web site is controlled and operated by FMC from its offices within the United States. FMC does not represent that the Web site is appropriate or available for use elsewhere; access to the Web site from locations where its contents are illegal is not authorized. If you access this Web site from outside the United States, you do so on your own initiative and at your own risk.

Privacy

Please review the FMC Privacy Policy, which also governs your visit to this Web site.

Version Date: 08/02/2006